



## REQUEST FOR PROPOSAL

### TRAFFIC SIGNAL PREVENTIVE MAINTENANCE AND EMERGENCY ON-CALL SERVICES

#### SECTION 1 INTRODUCTION

Cathedral City requests Proposals from qualified Contractors to provide comprehensive preventive maintenance and emergency on call services for the City-owned traffic signal and safety light systems. The City of Cathedral City operates and maintains 42 traffic signals. Some intersections are interconnected with twisted pair copper cable and some are wi-fi connected.

The City has historically contracted traffic signal maintenance services and intends to continue a positive traffic signal and safety light operations and maintenance program with the selected Contractor. The preventive maintenance program will include timing and coordination improvements, controller upgrades, traffic signal and safety light upgrades, and shall be designed to eliminate or reduce the frequency of malfunction, reduce operational complaints, and extend the useful life of the traffic signal and safety light systems. The selected Contractor shall maintain a 24-hour per day emergency response service and be capable of responding to emergency calls from the City within two (2) hours.

#### SECTION 2 PROPOSER'S SPECIAL INSTRUCTIONS

##### **A. PROPOSAL OVERVIEW**

1. Proposal packets can be downloaded from the *Bids and Notices* tab on the Cathedral City website: [www.cathedralcity.gov](http://www.cathedralcity.gov).
2. Proposals shall be submitted in 8½ x 11 format including any City-provided forms.
3. Submit one original and 2 copies of the written proposal.
4. Submit pricing in a separate envelope entitled "Price Proposal" in the envelope containing the written proposal.
5. Submit the entire proposal in a sealed envelope with "SEALED PROPOSAL FOR TRAFFIC SIGNAL MAINTENANCE AND ON CALL EMERGENCY SERVICES DO NOT OPEN WITH REGULAR MAIL" printed on the outside.
6. The proposal must be received by the **City of Cathedral City, 68-700 Avenida Lalo Guerrero Cathedral City, CA 92234, no later than 3:00 p.m. on Thursday May 24, 2018.**
7. Proposals must be signed by an official authorized to bind the firm and shall be valid for sixty (60) days.

***NOTE: The City reserves the right to modify this schedule at the City's discretion. Proper notification of changes will be made to all interested parties.***

**B. GENERAL**

By submitting a proposal, the Proposer certifies that the Proposal has been arrived at independently and has been submitted without any collusion designed to limit competition.

**C. PROPOSAL SUBMITTAL**

The Proposal and all amendments must be signed and submitted no later than **3:00 p.m., May 24, 2018** to the address below. Each proposal must be submitted in a sealed envelope and designated with proposal title. To assure that your proposal receives priority treatment, please mark as follows:

**Traffic Signal Maintenance and on Call Emergency Services**

Due: 3:00 p.m., May 24, 2018

City of Cathedral City

Attn: John A. Corella, P.E., City Engineer

68-700 Avenida Lalo Guerrero Cathedral City, California 92234

Proposer shall put their name and address on the outside of the envelope. It is the Proposer's responsibility to ensure that proposals are received prior to the stated closing time. The City shall not be responsible for the proper identification and handling of any proposals submitted incorrectly. Late proposals, late modification or late withdrawals shall not be considered accepted after the stated bid opening date and time and shall be returned unopened. Facsimile and electronic (email) proposals will not be accepted.

**D. PROPOSAL SUBMISSION AND SIGNING**

All requested forms and attachments (Signature Page, Acknowledgment of Addendum, Statement of Proposal, etc.) must be submitted with the Proposal and in the required format. The submission and signing of a proposal shall indicate the intention of the firm to adhere to the provisions described in this Request For Proposal (RFP).

**E. COST OF PREPARING A PROPOSAL**

The RFP does not commit the City to paying any costs incurred by Proposer in the submission or presentation of a proposal, or in making the necessary studies for the preparation thereof.

**F. INTERPRETATIONS AND ADDENDA**

All questions regarding this project proposal shall be directed to Deanna Pressgrove, Environmental/Public Works Manager at (760) 770-0369 or [dpressgrove@cathedralcity.gov](mailto:dpressgrove@cathedralcity.gov). If necessary, interpretations or clarifications in response to such questions will be made by issuance of an "Addendum" to all prospective Proposers within a reasonable time prior to proposal closing, but in no case less than 72 hours before the proposal closing. If an addendum is necessary after that time, the City, at its discretion, can extend the closing date.

Any Addendum issued, as a result of any change in the RFP, must be acknowledged by submitting the "Acknowledgment of Addendum" with proposal. **Only questions answered by formal written addenda will be binding.** Oral and other interpretations or clarifications will be without legal effect.

G. **BUSINESS TAX/FEDERAL TAX ID REQUIRED**

The City of Cathedral City Business License is required. **Title 5 Chapter 5.01** of the Cathedral City Municipal Code states that “It is unlawful for any person to commence, conduct or carry on any business or business activity without having applied for and been granted license therefore by the city manager. No contracts shall be signed prior to the obtaining of the City of Cathedral City Business License. Upon award of proposal, contractor shall complete a W-9 form for the City.

H. **CONTRACT ADMINISTRATOR**

The Contract Administrator will be Deanna Pressgrove, who can be reached at the number listed above or by email at [dpressgrove@cathedralcity.gov](mailto:dpressgrove@cathedralcity.gov).

I. **PROPOSAL VALIDITY PERIOD**

Each proposal shall be irrevocable for a period of sixty (60) days from the Proposal Opening Date.

J. **FORM OF CONTRACT**

A copy of the City's standard general services contract, which the City expects the successful firm or individual to execute, is included as “**Attachment D**”. The contract will incorporate the terms and conditions from this RFP document and the successful Proposer’s response documents. **Firms taking exception to any of the contract terms shall submit a protest or request for change in accordance with Section 2.D. “Protest of Scope of Work or Terms” or their exceptions will be deemed waived.**

K. **TERM OF CONTRACT**

The term of the contract shall be a period of one (1) year with the option to renew for an additional four (4) one (1) year terms. The total length of this agreement shall not exceed five (5) years.

L. **TERMINATION**

The contract may be terminated by mutual consent of both parties or by the City at its discretion with a 30 days’ written notice. If the agreement is so terminated, Contractor shall be paid in accordance with the terms of the agreement.

M. **INTERGOVERNMENTAL COOPERATIVE PURCHASING**

The bidder submitting this proposal agrees to extend identical prices and services under the same terms and conditions to all public agencies in the region. Quantities stated in this solicitation reflect the City of Cathedral City usage only.

Each participating agency shall execute its own contract with the lowest responsible/responsive bidder for its requirements. Any bidder(s), by written notification included with their bid, may decline to extend the prices and terms of this solicitation to any and/or all other public agencies.

**N. NON-COLLUSION**

Proposer certifies that this proposal had been arrived at independently and has been submitted without collusion designed to limit independent bidding or competition.

**O. PUBLIC RECORD**

All bid material submitted by bidder shall become the property of the City and is public record unless otherwise specified. A bid that contains any information that is considered trade secret under California law should be segregated and clearly identified as such. This information will be kept confidential and shall not be disclosed except in accordance with the California Public Records Law. The above restrictions may not include cost or price information, which must be open to the public.

**SECTION 3 BACKGROUND**

The City has historically contracted traffic signal maintenance services and intends to continue a positive traffic signal and safety light operations and maintenance program with the selected Contractor. The preventive maintenance program will include timing and coordination improvements, controller upgrades, traffic signal and safety light upgrades, and shall be designed to eliminate or reduce the frequency of malfunction, reduce operational complaints, and extend the useful life of the traffic signal and safety light systems. The selected Contractor shall maintain a 24-hour per day emergency response service and be capable of responding to emergency calls from the City within two (2) hours.

**SECTION 4  
SCOPE AND SCHEDULE OF WORK**

The City of Cathedral City operates and maintains 42 traffic signals, most of which are equipped with McCain 170E controller Assemblies. Some intersections are interconnected with twisted pair copper cable and some are wi-fi connected.

**A. SPECIAL PROVISIONS**

**1. GENERAL**

The Contractor shall implement a preventive maintenance program designed to eliminate or reduce the frequency of malfunction, reduce operational complaints, and extend the useful life of the equipment.

The Contractor shall have available and readily accessible all required tools, equipment, apparatus, facilities, skilled labor services and materials to perform all work necessary to maintain the traffic signal facilities in a workmanlike manner. The Contractor shall be equipped with spare parts sufficient to return a defective signal to operation following ordinary trouble calls. The Contractor shall have on-hand at least one (1) spare controller and conflict monitor for every twenty-five (25) intersections within the City area. The Contractor shall have a corporation yard, minimum of five bucket trucks and traffic signal electricians permanently stationed in Riverside County.

The traffic signal and safety light electricians and technicians assigned to the City shall have certification of Level II, or higher Traffic Signal Technician from the International Municipal Signal Association (IMSA) or be enrolled in a state approved traffic signal apprenticeship program. The City reserves the right at all

times to concur with the Contractor's assignment of personnel to the City. When requested, the Contractor shall replace any personnel assigned to the City whose performance is considered unacceptable to the City or the standards established per the proposal.

## **2. SPECIFICATIONS**

All signal work shall be performed in accordance with the current Standard Plans and Section 86 of the Standard Specifications for the State of California, Department of Transportation and the current City Standard Plans. All work performed or equipment or parts supplied by Contractor shall be subject to the inspection and approval of the City, its Public Works Manager, or authorized representative. Failure to pass inspection on any maintenance, repair and service item will result in non-payment for that item until

such time as the Contractor can present the item to the City in acceptable form. All identified City intersections per this agreement shall be regularly patrolled by Contractor or his representative.

The Contractor shall have available adequately skilled personnel and proper lab testing facilities to perform testing and certification of new controller mechanisms including controller units, auxiliary equipment, and traffic control appurtenances. All testing and test facilities shall conform to the State of California, Department of Transportation (Caltrans) current specifications.

## **3. ADDITIONS TO SYSTEM**

Contractor shall maintain, at the same unit price, additional traffic signals and appurtenant devices as they are installed or become a part of the maintenance requirements of the City.

## **4. MAINTENANCE RECORDS**

Contractor shall maintain a record of all service calls and work performed upon the signal equipment listing dates, hour of day, and description of work or work performed in an electronic database format. Additionally, a hard copy of such record shall be maintained at all times within the controller cabinet at each signal location. A detailed summary report providing a description of all routine and extraordinary maintenance activities performed at each intersection shall be attached to each associated monthly invoice. Invoices will not be paid until the summary has been received.

## **5. NOTIFICATION**

Contractor shall notify by telephone within twenty-four (24) hours of the next business day the Public Works Manager or authorized representative regarding alterations of the operation of any signal or the installation/removal of any substitute controller or component.

## **6. SHUT DOWNS**

Contractor shall notify the Public Works Manager or authorized representative of any signal turn-offs or turn-ons necessitated by his operations and shall not make said turn-offs or turn-ons until given permission to proceed by the Public Works Manager or authorized representative.

## **7. TYPES OF SIGNALS**

The bid prices for both the routine and extraordinary maintenance shall apply to all types of signal controllers, accessories and systems as may exist in the City now or that may be installed during the life of the contract.

## **8. DISPATCH / CALL CENTER**

The selected Contractor must have a dispatch center that operates 24 hour per day, 365 days per year. The selected Contractor must be able to demonstrate the ability to receive service requests, electronically enter them into a database and for their technicians to receive and to respond/document the action taken on the service request wirelessly.

## **9. TEST & REPAIR LABORATORY**

The selected Contractor must have a complete test and repair laboratory with the demonstrated ability to test and certify a minimum of three TS-1 or TS-2 Type control assemblies simultaneously. The laboratory must be in a clean environment and shall have the minimum number of tools and spare parts available as to allow the Contractor to troubleshoot, test and repair typical traffic signal controllers and apparatus malfunctions as is found to be both economically and time wise beneficial to the City.

## **10. MAINTENANCE / INVENTORY MANAGEMENT DATABASE**

The selected Contractor must have on hand and operational an electronic database and asset management software package that will provide the City with remote electronic access to the database to review maintenance activity. The maintenance database shall be used to prepare and submit monthly activity reports. The reports shall document a record of all routine maintenance activities and service requests. The record shall include a date and time stamp of receipt of the request and of the response to the request. The record shall have a description of the reported problem, the condition found and the repair activity. The database shall be updated in real time by the responding electrician in real time using a hand held, wireless device.

## **11. COMPENSATION FOR MAINTENANCE**

City will compensate Contractor for routine maintenance at the contract lump sum price per signalized intersection, flashing beacon, radar feedback sign, illuminated crosswalk or safety light per month. Said compensation shall include all labor, materials, equipment, overhead and profit for routine service, per intersection, per month, and no extra compensation will be allowed.

Extraordinary maintenance shall be billed at the established rates per the approved contract and shall include all labor, materials, equipment and profit. All items not covered shall require a negotiated price and approval by the Public Works Manager or authorized representative. All extraordinary maintenance in excess of \$1,000.00 requires an authorization prior to beginning the work.

## **12. ROUTINE MAINTENANCE**

The Contractor shall provide a continuing, comprehensive, routine maintenance program designed to eliminate or reduce the frequency of malfunctions, operational complaints and extend the useful life of the equipment. The price bid for routine maintenance for traffic signals and flashing beacons shall include the monthly inspection and cleaning of cabinets, cleaning and realignment of signal indications, continuity checks, and the testing of the City's interconnect systems to maintain existing operation.

Contractor shall maintain a local telephone number where the supervisors and assigned maintenance personnel can be reached twenty-four (24) hours per day with personnel authorized to dispatch emergency maintenance requests. This telephone number shall be made available to all persons designated by the City.

### **A. Monthly Inspection**

Contractor shall inspect, clean, adjust and make a routine inspection of each traffic signal location once per month per the approved proposal. Contractor agrees that he will maintain a record in each controller cabinet showing the date and time checked. Controllers shall not be replaced, except for repair, without prior approval of the City.

The routine maintenance bid price for illuminated street name signs, and safety lights shall include at least one night-time inspection each month, as well as the replacement of lamps, photocells, starters, ballasts, and standard cobra fixtures within 5 working days of a notice of an outage.

### **B. Repair and Replacement**

Contractor shall replace or repair any and all defective parts of the signal system which cause signal failure or malfunction, as the occasion arises, such as the signal controllers and cabinets, flashers, detectors, detector loops, video detection cameras, push buttons, communication internal modems, etc. at the contract price for labor, equipment and materials. The Contractor shall complete all work within a timely manner notifying the City within twenty-four (24) hours of the next working day when any equipment is replaced with temporary replacements pending permanent repairs.

### **C. Loop Detector Replacement**

The Contractor shall notify the City within 48 hours of discovering detector loop failures. The Contractor shall prepare a written proposal with pricing to replace failed loops within 7 calendar days of a receipt of a notice to proceed from the City.

### **D. Air Filters**

Contractor shall replace the air filter elements in all cabinets so equipped every six (6) months in accordance with the schedule contained in this Request for Proposal.

### **E. Conflict Monitors**

Contractor shall test conflict monitors using ATSI or equivalent conflict monitor tester on an annual basis. Contractor shall supply a report for each test conducted. The testing shall take place on a schedule approved by the City Public Works Director or Designee. **Testing of conflict monitors shall be included in the lump sum bid price for routine maintenance.** Any conflict monitor that does not pass the test shall be repaired or replaced and billed as extraordinary maintenance.

**F. Battery Back-Up Systems**

Battery Back-Up Systems including the inverter, any switches and batteries shall be tested monthly in accordance with the manufacturers recommended maintenance as a part of routine maintenance. Batteries shall be replaced at the bid price stated in the proposal per extraordinary maintenance.

**G. Nighttime Inspections**

Contractor shall perform a nighttime inspection of all traffic signal Safety Lights and Illuminated Street name Signs located on major arterial roadways at least once per month. Contractor shall provide a report of outages found and repair same within five business days.

**H. Emergency Service**

Contractor shall maintain a 24-hour-per-day emergency service per the provision of routine maintenance. The Contractor shall make the required repairs to restore or maintain the traffic signal in good working condition. Temporary repairs may be required in the event of an accident or failure that may be covered under extraordinary maintenance. The intersections where said traffic signals are located shall be regularly patrolled by Contractor or his representatives.

Contractor shall make immediate service calls on an emergency basis, responding within two (2) hours. Repairs to reported safety light outages shall be made within five business days.

**I. Payment for Routine Maintenance**

Contractor shall submit separate monthly billings for routine maintenance at the contract lump sum price per signalized intersection, flashing beacon, highway safety light, illuminated street name sign, or safety light location per month. Said compensation shall include all labor, materials, equipment, overhead and profits for routine services in the price bid per intersection, per month, and no extra compensation will be allowed.

**13. EXTRAORDINARY MAINTENANCE**

Extraordinary maintenance includes all of the work outside of the normal preventative maintenance routine provided for above. Some examples of extraordinary maintenance are as follows:

- Repair of damages resulting from collisions such as signal pole and cabinet knockdowns.
- Repair of damages from natural disasters.
- Replacement of equipment that has failed due to age or deterioration.
- Repair of conduit and conductors damaged by construction activities.



- Additional extraordinary maintenance will include modifications and upgrades to traffic signal equipment as directed by the City.
- Replacement of failed detector loops.
- Response to all Underground Service Alert (USA) requests/notices relating to traffic signals and safety lights.
- The inspection of new signal and safety light installations.

**A. Notifications**

The Contractor shall report to the Public Works Manager or authorized representative said conditions and provide satisfactory evidence that replacement is necessary per terms of Extraordinary Maintenance with cost estimates, including labor, to perform said work. No work in excess of \$2,500.00 shall proceed without the Public Works Manager or authorized representative's written authorization except in emergencies where injury or property damage may result without prompt response.

**B. Emergencies**

The Contractor shall respond within two (2) hours to emergency calls from the City. Such response shall be by a qualified technician with a bucket truck, and they shall have on the truck sufficient parts, tools and equipment to repair typical signal malfunctions.

**C. Underground Services Alert**

The Contractor shall be the designated City representative in response to all Underground Service Alert (USA) requests/notices or at the request of City staff for the marking and protection of traffic signal underground facilities such as traffic signal and electrical conduits, interconnect facilities, loops, safety light conduits, and other appurtenant equipment which might conflict with other right-of-way construction or repairs.

The Contractor shall be responsible for equipping its technicians with the proper locating devices.

**D. Traffic Signal Master/Interconnect**

Contractor shall provide trained technicians/personnel in the field testing of traffic signal masters and any related interconnect. Technicians assigned to the installation or repair of the City's interconnect shall have training or be directly supervised by a technician with experience in the installation and handling of copper and fiber optic cable and wi-fi systems. If the supervision is subcontracted, this information shall be supplied and subject to the approval of the City.

**E. Painting**

Contractor shall repaint all metal standards, signal heads, back plates, visors, and controller housings as directed by the City. Repainting shall be conducted by spray painting methods with colors consistent with traffic signal standards and as approved by the City. Painting shall include all necessary surface cleaning and preparation. Contractor shall annually prepare as part of the routine maintenance, a list of

locations where painting may be necessary and submit to the City for work authorization for painting per extraordinary maintenance.

**F. Method of Payment**

Upon the receipt of an itemized invoice within thirty (30) days of completion of the work, City shall compensate Contractor for such repairs required beyond the scope of routine maintenance as follows:

**1) Materials**

The City shall pay to the Contractor for materials used in extraordinary maintenance the Contractor's cost from the supplier plus the percentage mark-up specified in the Contractor's bid proposal but in no case greater than 15%. All materials and parts shall be new or have the approval of the Public Works Manager if otherwise.

**2) Labor**

Contractor shall present with his monthly invoice a record of hours spent in extraordinary maintenance of traffic signals and appurtenances per intersection. City shall pay the Contractor for such hours of extraordinary maintenance at the rates specified on Attachment C of the Contract. Said hourly rates shall be the total cost to the City. Rates shall include all compensation for wages, profit, overhead, any fringe benefits such as employer payments to, or on behalf of, workmen for health and welfare, insurance workmen's compensation, pension, vacation, sick leave, or any local, state, federal, or union tax or assessment.

**3) Equipment**

City shall pay Contractor for equipment used in extraordinary maintenance on a per-hour basis as specified in Attachment C of the Contract and per the appropriate required equipment to complete the work.

The Contractor's listing of per-hour equipment rates shall constitute total rates to be paid by City when specified equipment is used. No additional payments of any kind shall be paid for equipment except as specified on Attachment C of the Contract for per-hour rates.

**14. CONTRACTOR'S PERFORMANCE**

Contractor shall perform all services required within these Specifications. All services shall be performed in the highest professional manner, and in accordance with all applicable, current industry standards, regulations, codes and statutes. Unless the means or methods of performing a task are specified elsewhere in this contract, Contractor shall employ methods that are generally accepted and used by the industry.

All work shall comply with applicable California Statutes and the Electrical Safety Law and any other local, state, federal and industry regulations or standards applicable to the type of work being performed under the scope of the contract.

City reserves the right to have any Contractor employee removed if the employee fails to perform within the requirements of this contract. The Contractor shall replace the excluded employee at the earliest possible date following the removal. Once an employee is removed for failure to perform, that employee shall not be used to service this contract anytime during the term of the contract without written permission of the Contract Administrator or their Designated Representative.

The rights and remedies of City provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

## **15. CANCELLATION**

The City, by written notice to Contractor, may cancel the whole or any part of this contract if:

1. Contractor fails to provide the services required by this contract within the specifications or fails to perform any other provision of this contract; or
2. Contractor after receipt of written notice from City fails to correct such failures within two (2) days of receipt of written notice; or
3. At anytime with 30 days written notice, if it is in the best interest the City to do so.

## **SECTION 5 PROPOSAL CONTENT AND FORMAT**

### **A. PROPOSAL FORMAT**

The following is a list of items that must be included as a minimum within the submitted proposal.

#### **1. Scope of Work**

Present your concept for providing a comprehensive, City wide traffic signal and Emergency On Call Services program and related support services. Include a discussion regarding the range of tasks and services provided on a routine and regular schedule by your company. Clearly describe the work methodology and specifically identify items that are not included. We encourage you to recommend supplementary alternatives or tasks that may reduce the costs to the City and/or enhance the overall quality of the work product.

***Required Attachment*** – Summarize on a stand-alone sheet the specific tasks to be performed by the technician each month, and noting any maintenance that will be performed at other intervals such as semiannually and annually.

#### **2. Personnel and Qualifications**

This section shall identify individuals who will be assigned to the City of Cathedral City and their job titles. Include a brief statement of their job description, qualifications, including IMSA and NEC certifications, and other job related experience with traffic signal and On Call Services, communications, troubleshooting, etc. This section shall also cover any additional staff that provides services related to maintenance and operations.

***Required Attachment*** – Summarize on a stand-alone sheet the specific human resources that will be assigned to the City of Cathedral City. Include their IMSA and NEC Certifications and the type of vehicle

they will use. In addition, provide a list of equipment that is available and is actually within fifty miles of the City on a daily basis.

### **3. Engineering Services**

From time to time the City requires traffic engineering consulting services to address signal timing and coordination needs, design signing, striping, traffic signal and/or street lighting improvements, review plans and specifications provide construction inspection, recommend system upgrades, etc. Identify how your company can provide these services in concert with your ongoing maintenance and emergency response services. Elaborate on the various services you can provide in –house, and what services you would subcontract.

***Required Attachment*** - Provide brief resumes and license types and numbers of engineers anticipated to provide these services.

### **4. Information Technology**

Identify how your company is utilizing technology to enhance maintenance services. Lay out how current customers can access maintenance databases. Elaborate on how technicians track and report on maintenance and extra work activities.

### **5. References**

List a minimum of three (3) public agency clients for whom similar or comparable services are currently being performed. Include the name of the agency, the mailing address, and contact name and telephone number. References must be within 100 miles of the City of Cathedral City. We will contact references and request that they rate the performance of the firm on a scale of 1 (unacceptable) to 10 (outstanding).

### **6. Proposed Fees**

Submit proposed maintenance service fees in a separate envelope entitled “Price Proposal.” See Attachment C for the required Price Proposal Form. The City of Cathedral City will open the service fee proposal for the Contractor that best meets the evaluation criteria, and the City reserves the right to review and negotiate the final fee or range of services. In the event that a mutual agreement on the fees or range of services cannot be reached, the next most qualified firm may be selected subject to the same terms.

## **B. DISPUTES**

Should any doubt or difference of opinion arise between the City and a Proposer as to the items to be furnished hereunder or the interpretation of the provisions of this RFP, the decision of the City shall be final and binding upon all parties.

## **C. CITY PERSONNEL**

No officer, agent, consultant or employee of the City shall be permitted any interest in the contract.

## **SECTION 6 PROPOSAL EVALUATION PROCEDURES**

### **A. SELECTION AND EVALUATION PROCESS**

The contract award will be based on the most responsive proposer per the selection criteria listed below:

1. Ability of the firm to perform the specific tasks outlined in the Request for Proposals based on the descriptions as submitted in the scope of work.
2. Qualifications of the specific individuals who will be significantly involved in the project and their familiarity with traffic signal and On Call Services, operations, communications and City of Cathedral City procedures.
3. Effective use of information technology to dispatch and track work and to successfully communicate with the City.
4. Demonstrated record of successfully providing maintenance services directly to the City of Cathedral City or to nearby agencies.
5. Degree of responsiveness with regard to the Contractor addressing the items listed in the Request for Proposals.

The City will evaluate proposals on, and may base final selection on “Best Value”.

### **B. INTERVIEW**

At the option of the City, the top scoring firms may be required to make a presentation of their proposal. This will provide an opportunity to clarify or elaborate on the proposal, but will not, in any way provide an opportunity to change any fee amount originally proposed. The Project Administrator will schedule the time and location of these presentations (if necessary) and notify the selected firms.

### **C. INVESTIGATION OF REFERENCES**

The City reserves the right to investigate references and the past performance of any Proposer with respect to its successful performance of similar projects, compliance with specifications and contractual obligations, its completion or delivery of a project on schedule and its lawful payment of employees and workers.

### **D. CLARIFICATION OF PROPOSALS**

The City reserves the right to obtain clarification of any point in a firm’s proposal or to obtain additional information necessary to properly evaluate a particular proposal. Failure of a Proposer to respond to such a request for additional information or clarification could result in rejection of the firm’s proposal.

### **E. RESERVATION IN EVALUATION**

The Selection Committee reserves the right to either: (a) request “Best and Final Offers” from the two finalist firms and award to the lowest priced or (b) to reassess the proposals and award to the vendor determined to best meet the overall needs of the City.

### **F. INTENT OF AWARD**

Upon review of the proposals submitted, the City may negotiate a scope of work and a general services agreement with one firm, or may select one or more firms for further consideration.

#### **G. PROPOSAL REJECTION**

The City reserves the right to:

1. Reject any or all proposals not in compliance with all public procedures and requirements.
2. Reject any proposal not meeting the specifications set forth herein.
3. Waive any or all irregularities in proposals submitted.
4. Reject all proposals.
5. Award any or all parts of any proposal.
6. Request references and other data to determine responsiveness.

#### **SECTION 7 PROPOSAL CERTIFICATIONS**

##### **Non-discrimination Clause**

The Contractor agrees not to discriminate against any client, employee or applicant for employment or for services, because of race, color, religion, sex, national origin, handicap or age with regard to, but not limited to, the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; selection for training; rendition of services. It is further understood that any contractor who is in violation of this clause shall be barred from receiving awards of any purchase order from the City, unless a satisfactory showing is made that discriminatory practices have terminated and that a recurrence of such acts is unlikely.

#### **SECTION 8 SIGNATURE PAGE**

The undersigned proposes to perform all work as listed in the Specification section, for the price(s) stated; and that all articles supplied under any resultant contract will conform to the specifications herein.

The undersigned agrees to be bound by all applicable laws and regulations, the accompanying specifications and by City policies and regulations.

The undersigned, by submitting a proposal, represents that:

- A) The Proposer has read and understands the specifications.
- B) Failure to comply with the specifications or any terms of the Request for Proposal may disqualify the Proposer as being non-responsive.

The undersigned certifies that the proposal has been arrived at independently and has been submitted without any collusion designed to limit competition.

We therefore offer and make this proposal to furnish services at the price(s) indicated herein in fulfillment of the attached requirements and specifications of the City.

Name of firm: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Fax : \_\_\_\_\_

By: \_\_\_\_\_

*(Signature of Authorized Official. If partnership, signature of one partner.)*

Date: \_\_\_\_\_

Printed Name & Title: \_\_\_\_\_

If corporation, attest: \_\_\_\_\_  
(Corporate officer)

Federal Tax Identification Number (TIN): \_\_\_\_\_

**ATTACHMENT A  
ACKNOWLEDGMENT OF ADDENDA**

**CITY OF CATHEDRAL CITY, CALIFORNIA REQUEST FOR PROPOSAL  
TRAFFIC SIGNAL PREVENTIVE MAINTENANCE AND ON CALL EMERGENCY SERVICES**

I/WE HAVE RECEIVED THE FOLLOWING ADDENDA:

*If none received, write "None Received"*

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Signature of Proposer*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Corporate Name*



## ATTACHMENT B STATEMENT OF PROPOSAL

Name of Contractor: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

accepts all the terms and conditions contained in the City of Cathedral City Request for Proposal for Traffic Signal Preventive Maintenance and On Call Emergency and the attached Agreement for Services (Attachment D):

\_\_\_\_\_  
*Signature of authorized representative* *Date*

\_\_\_\_\_  
*Type or print name of authorized representative* *Telephone Number*

\_\_\_\_\_  
*Type or print name of person(s) authorized to negotiate contracts* *Telephone Number*

### REFERENCES

\_\_\_\_\_  
*Reference #1* *Telephone Number*

\_\_\_\_\_  
*Project Title* *Contact Individual*

\_\_\_\_\_  
*Reference #2* *Telephone Number*

\_\_\_\_\_  
*Project Title* *Contact Individual*

\_\_\_\_\_  
*Reference #3* *Telephone Number*

\_\_\_\_\_  
*Project Title* *Contact Individual*

## ATTACHMENT C

### CITY OF CATHEDRAL CITY

#### TRAFFIC SIGNAL PREVENTIVE MAINTENANCE AND ON CALL EMERGENCY SERVICES BID FORM (BIDS MUST BE SUBMITTED ON THIS FORM OR PROPOSAL WILL BE CONSIDERED NON-RESPONSIVE)

#### Price Proposal

##### Routine Maintenance Rates

Item No.	Description	Estimated Quantity	Unit Price	Monthly Total
1	Routine Maintenance – Signals	43		
2	Routine Maintenance - Flashing Beacon	2		
4	Routine Maintenance – In Pavement Illuminated Crosswalk	4		
	<b>MONTHLY SUB TOTAL</b>			
	<b>ANNUAL GRAND TOTAL (Monthly x 12)</b>			

##### Labor and Equipment Rates

Item No.	Description	Regular Time*	Overtime**
<b>1</b>	<b>Labor Hourly Rates</b>		
a	Traffic Signal Maintenance Technician		
b	Laborer		
c	Licensed Sr. Traffic Engineer		
d	Licensed Associate Traffic Engineer		
e	Traffic Engineering Technician		
f	Traffic Signal and Safety Light Inspector		
<b>2</b>	<b>Equipment Hourly Rates</b>		
a	Bucket Truck		
b	Crane Truck		

\*Regular time between \_\_\_\_\_ am and \_\_\_\_\_ pm

\*\*Overtime between \_\_\_\_\_ pm and \_\_\_\_\_ am

##### Additional Work

Item No.	Description	Unit	Unit Price
1	Clean and Paint Traffic Signal Head and Framework	Each	
2	Clean and Paint Controller and Service Cabinet	Each	
3	Clean and Paint Pedestrian Buttons and frame work	Each	
4	Replace Type A Detector Loop (1 to 6 loops)	Per Loop	
5	Replace Type A Detector Loop (7 or more loops)	Per Loop	
6	Replace Type D Detector Loop (1 to 6 loops)	Per Loop	
7	Replace Type D Detector Loop (7 or more loops)	Per Loop	

## ATTACHMENT D

### AGREEMENT FOR TRAFFIC SIGNAL PREVENTIVE MAINTENANCE AND EMERGENCY ON-CALL SERVICES

BETWEEN  
THE CITY OF CATHEDRAL CITY, CALIFORNIA  
AND  
\_\_\_\_\_

This Agreement for Traffic Signal Preventive Maintenance and Emergency On-Call Services ("**Agreement**") is entered into as of \_\_\_\_\_, 20\_\_\_\_ ("**Effective Date**") between the City of Cathedral City, a municipal corporation ("**City**") and \_\_\_\_\_, a \_\_\_\_\_ ("**Contractor**") (collectively the "**Parties**"). In consideration of the mutual promises and covenants made by the parties and contained here and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

#### SCOPE OF SERVICES

**Term.** Subject to the provisions of Section 8 [Termination] of this Agreement, the term of this Agreement is for [\_\_\_\_ years/months] commencing on the Effective Date ("**Term**").

**Contractor Services.** Subject to the terms and conditions of this Agreement, Contractor agrees to perform for City those services specified in the Scope of Services attached hereto and incorporated herein by reference as Exhibit "A" [Scope of Services] ("**Services**"). Contractor agrees to furnish, for the compensation provided for herein, all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately perform and complete the Services. The Services shall be subject to inspection and approval by City. Contractor agrees to work closely with City staff in the performance of the Services and shall be available to City's staff and consultants at all reasonable times.

**Extra Work.** Contractor shall not be compensated for any work or services rendered in connection with its performance of this Agreement, which are in addition to or outside of the Services ("**Extra Work**"), except as expressly provided for herein. It shall be Contractor's responsibility to ensure that the scope and price of any Extra Work to be performed by Contractor is approved by City in writing in advance of Contractor's commencement of the Extra Work in accordance with Section 9.10 [Amendments] and Section 9.19 [Administration and Implementation]. City shall not be obligated to pay for or otherwise be liable for unauthorized Extra Work performed by Contractor.

**Schedule of Performance.** Contractor agrees to diligently perform and complete the Services in accordance with the schedule of performance attached hereto and incorporated herein by reference as Exhibit "B" [Schedule of Performance] ("**Schedule of Performance**"). Modifications to the Schedule of Performance must be agreed upon in writing in advance by the City Manager pursuant to Section 9.19 [Administration and Implementation] and Contractor.

**General Warranty.** Contractor warrants all Services under this Agreement (which for purposes of this Section shall be deemed to include unauthorized Extra Work which has not been removed and any non-conforming materials incorporated into the Services) to be of good quality and free from any defective or faulty material and workmanship. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Services, whether express or implied, are deemed to be obtained by Contractor for the benefit of City, regardless of whether or not such warranties and guarantees have been transferred or assigned to City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of City.

**Repair of Defects.** Contractor agrees that for a period of one (1) year from and after final acceptance of the Services, or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Services, whichever is later, Contractor shall within ten (10) days after being notified in writing by City of any defect in the Services or non-conformance of the Services, commence and prosecute with due diligence all work and services necessary to fulfill the terms of the warranty at its sole cost and expense. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the work, facilities, fixtures, or materials damaged by its defective Services or which becomes damaged in the course of repairing or replacing defective Services. For any Services so corrected, Contractor's obligation hereunder to correct defective Services shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected Services. Contractor shall perform such tests as City may require to verify that any corrective actions are adequate to remedy the defective condition. In the event that Contractor fails to perform its obligations under this Section to the reasonable satisfaction of City, then City shall have the right to correct and replace any defective, non-conforming, or damaged Services at Contractor's sole expense. Contractor shall be obligated to fully reimburse City for any expenses incurred hereunder upon demand.

**Contractor's Representative.** Contractor hereby designates the representative named in Exhibit "D" [Representatives], or his or her designee, to act as its representative for the performance of this Agreement ("**Contractor's Representative**"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. Contractor's Representative shall supervise and direct the Services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

## **COMPENSATION AND METHOD OF PAYMENT**

**Compensation.** City shall pay to Contractor for non-disputed Services rendered the compensation set forth in Exhibit "C" [Compensation] attached hereto and incorporated herein by reference. Total compensation to Contractor for the Services shall not exceed the total price or "not to exceed" amount set forth in Exhibit "C," without the prior written approval of City in accordance with Section 9.10 [Amendments] and Section 9.19 [Administration and Implementation].

**Payment of Compensation.** Contractor shall submit periodic (monthly or quarterly as specified in Exhibit "C") invoices together with an itemized statement of Services provided. The statement shall describe the Services provided, the percent of work completed by item, together with such other reasonable detail and supporting documentation as may be required by the City Manager, or his/her designee. City will review the statement and pay, with the exception of any charges for work performed or expenses incurred by Contractor which are disputed by City, within 30 days of receiving such statement, all approved charges thereon. Payment by City shall release City from any further obligation for payment to Contractor, for Services performed or expenses incurred as of the date of the invoice. Payment to Contractor for work performed pursuant to this Agreement shall not be deemed to waive any defect in work performed by Contractor.

## **RESPONSIBILITIES OF CONTRACTOR**

**Control and Payment of Subordinates; Independent Contractor.** Contractor agrees that all Services shall be performed by Contractor or under its supervision. The personnel performing the Services under this Agreement on behalf of Contractor shall at all times be under the Contractor's exclusive direction and control. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. Contractor is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of City. Contractor shall have no authority to bind City in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Neither Contractor, nor any of Contractor's officers, employees or agents, shall obtain any rights to retirement, healthcare or any other benefits which may otherwise accrue to City's employees. Contractor expressly waives any claim Contractor may have to any such rights. Contractor shall make payments promptly, as due, to all persons supplying labor or materials for the Services. Contractor shall not permit any lien or claim to be filed or prosecuted against the City on any account of any labor or material furnished for the Services. If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to Contractor or a subcontractor by any person as such claim becomes due, City may pay such claim and charge the amount of the payment against funds due or to become

due the Contractor. The payment of the claim in this manner shall not relieve Contractor or their surety from obligation with respect to any unpaid claims.

**Standard of Care and Licenses.** Contractor agrees that all Services shall be performed in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and warrants that it, its employees and subcontractors shall have sufficient skill and experience to perform the Services and that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained in good standing throughout the term of this Agreement.

**Required Corrections.** Contractor shall perform, at its own expense and without reimbursement from the City, any work necessary to correct errors or omissions that are caused by the Contractor's failure to comply with the standard of care provided for herein.

**Law and Regulations.** Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services.

**Safety.** Contractor shall perform the Services, and maintain its work area, so as to avoid injury or damage to any person or property and shall otherwise exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

#### **Labor Code and Prevailing Wage Requirements.**

Apprenticeable Crafts. To the extent applicable, Contractor shall comply with the provisions of Section 1777.5 of the Labor Code with respect to the employment of properly registered apprentices upon public works.

Hours of Work. Contractor shall comply with the legal days work and overtime requirements of Section 1813 of the Labor Code.

Payroll Records. In accordance with the requirements of Labor Code Section 1776, Contractor shall keep accurate payroll records which are either on forms provided by the Division of Labor Standards Enforcement or which contain the same information required by such forms. Contractor shall make all such records available for inspection at all reasonable hours.

Prevailing Wage Laws. Contractor represents and warrants that it is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et

seq., as well as California Code of Regulations, Title 8, Section 1600, et seq., (**“Prevailing Wage Laws”**), which require the payment of prevailing wage rates and the performance of other requirements on “Public Works” and “Maintenance” projects. If the Services are being performed as part of an applicable “Public Works” or “Maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor’s principal place of business and any location where the Services are performed.

**Equal Opportunity Employment.** Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sexual orientation, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

## **INDEMNIFICATION**

**Indemnity.** Except as to the sole negligence, active negligence, gross negligence or willful misconduct of City, Contractor expressly agrees to, and shall, indemnify, defend, release, and hold City, and its respective officials, officers, employees, agents, and contractors harmless from and against any Action, liability, loss, damage, entry, judgment, order, lien, and Costs and Expenses which arises out of, or are in any way related to, any act or omission of Contractor, or its officers, directors, employees, agents, or contractors, connected with the performance or failure to perform under this Agreement, notwithstanding that City may have benefited therefrom, or any challenge to this Agreement. This Section shall apply to any acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of Contractor’s officers, directors, employees, agents and contractors, including but not limited to acts or omissions in any way related to, the release, treatment, use, generation, transportation, storage, or disposal in, on, under, to, or from the location at which work under this Agreement is performed of any Hazardous Substances by Contractor or its officers, directors, employees, agents, and subcontractors. The Parties expressly agree that any payment, or Costs and Expenses City incurs or makes to, or on behalf of, an injured employee under City’s workers’ compensation or other insurance, is included as a loss or Costs and Expenses for the purpose of this Section. City shall not be responsible for any acts, errors or omissions of any person or entity except City and its officers, agents, servants, employees or contractors. The Parties expressly agree that the obligations of Contractor under this Section shall survive the expiration or early termination of the Agreement.

**Action.** For purposes of this Agreement, “**Action**” shall mean any suit (whether legal, equitable, or declaratory in nature), proceeding or hearing (whether administrative or judicial), arbitration or mediation (whether voluntary, court-ordered, binding, or non-binding), or other alternative dispute resolution process, and the filing, recording, or service of any process, notice, claim, demand, lien, or other instrument which is a prerequisite or prelude to commencement of the Action.

**Costs and Expenses.** For purposes of this Agreement, “**Costs and Expenses**” shall mean all costs and expenses, to the extent reasonable in amount, actually and necessarily incurred by a Party in good faith in the investigation, prosecution or defense of an Action, including, but not limited to, court costs, filing, recording, and service fees, copying costs, exhibit production costs, special media rental costs, attorney’s fees, consultant fees, fees for investigators, witness fees (both lay and expert), travel expenses, deposition and transcript costs, and any other costs or expenses, the award of which a court of competent jurisdiction may determine to be just and reasonable.

**Hazardous Substances.** For purposes of this Agreement, “Hazardous Substances” shall mean any and all of the following:

any substance, product, waste or other material of any nature whatsoever which is or becomes listed, regulated, or for which liability arises for misuse, pursuant to the Comprehensive Environmental Response Compensation and Liability Act (“CERCLA”), 42 U.S.C. §9601, *et seq.*; the Hazardous Materials Transportation Act, 49 U.S.C. §1801, *et seq.*; the Resource Conservation and Recovery Act (“RCRA”), 42 U.S.C. §6901, *et seq.*; the Toxic Substances Control Act, 15 U.S.C.S. §2601, *et seq.*; the Clean Water Act, 33 U.S.C. §1251, *et seq.*; the Insecticide, Fungicide, Rodenticide Act, 7 U.S.C. §136, *et seq.*; the Superfund Amendments and Reauthorization Act, 42 U.S.C. §6901, *et seq.*; the Clean Air Act, 42 U.S.C. §7401, *et seq.*; the Safe Drinking Water Act, 42 U.S.C. §300f, *et seq.*; the Solid Waste Disposal Act, 42 U.S.C. §6901, *et seq.*; the Surface Mining Control and Reclamation Act, 30 U.S.C. §1201, *et seq.*; the Emergency Planning and Community Right to Know Act, 42 U.S.C. §11001, *et seq.*; the Occupational Safety and Health Act, 29 U.S.C. §§655 and 657; the Hazardous Waste Control Act, California Health and Safety Code (“H.&S.C.”) §25100, *et seq.*; the Hazardous Substance Account Act, H.&S.C. §25330, *et seq.*; the California Safe Drinking Water and Toxic Enforcement Act, H.&S.C. §25249.5, *et seq.*; the Underground Storage of Hazardous Substances, H.&S.C. §25280, *et seq.*; the Carpenter-Presley-Tanner Hazardous Substance Account Act, H.&S.C. §25300, *et seq.*; the Hazardous Waste Management Act, H.&S.C. §25170.1, *et seq.*; the Hazardous Materials Response Plans and Inventory, H.&S.C. §25001, *et seq.*; the Porter-Cologne Water Quality Control Act, Water Code §13000, *et seq.*, all as they may from time to time be amended; and

any substance, product, waste or other material of any nature whatsoever which is or becomes listed, regulated, or for which liability for misuse arises



pursuant to any other federal, state or local statute, law, ordinance, resolution, code, rule, regulation, order or decree due to its hazardous, toxic or dangerous nature.

## **RECORDS AND DOCUMENTS**

### **Accounting Records.**

Maintenance and Inspection. Contractor shall maintain complete and accurate records with respect to all expenses incurred under this Agreement. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the Services provided by Contractor pursuant to this Agreement. All such records shall be clearly identifiable.

Inspection and Copying. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement. At no cost to City, Contractor shall provide copies of such documents or records directly to the City for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Contractor's address indicated for receipt of notices in this Agreement.

**Ownership of Documents.** All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Contractor in the course of providing the Services shall become the sole property of City and may be used, reused or otherwise disposed of by the City without the permission of the Contractor. Upon completion, expiration or termination of this Agreement, Contractor shall turn over to City all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents

## **INSURANCE**

**Maintenance of Insurance.** Prior to the beginning of and throughout the term of this Agreement, Contractor will maintain insurance in conformance with requirements established by City for the type of Services being performed. Contractor acknowledges that prior to the Effective Date of this Agreement, City provided to Contractor the applicable insurance requirements, a copy of which are attached hereto as Exhibit "F" [Insurance]. Contractor acknowledges that the insurance coverage and policy limits provided by City constitute the minimum amount of coverage required. Any insurance proceeds in excess of the limits and coverage required in this Agreement and which are applicable to a given loss, will be available to the City.

**Subcontractors Insurance.** Contractor agrees to ensure that subcontractors, and any other party involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to City for review.

**Modification of Insurance Provisions.** The City Manager may make reasonable amendments to the insurance requirements of this section, with the written concurrence of the Finance Director or Risk Manager, in accordance with Section 9.19 [Administration and Implementation] after considering the Scope of Services, potential liabilities, and the required level of insurance to adequately protect the City.

## **BONDS**

**Performance and Payment Bonds.** If required by law or specifically required by City as set forth in Exhibit "E" [Bonds Required], attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with Contractor's execution of this Agreement, but in no event later than the Effective Date of this Agreement, a Performance Bond and/or a Payment Bond in the amount of the total, not-to-exceed compensation indicated in Exhibit C, and in a form provided or approved by the City.

**Bond Provisions.** Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this section are accepted by the City. To the extent, if any, that the total compensation is increased in accordance with the Agreement, the Contractor shall, without further notice from City, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the total compensation, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety.

**Surety Qualifications.** Only bonds executed by an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, shall be accepted. The surety must be a California-admitted surety with a current A.M. Best's rating no less than A:VIII and satisfactory to the City. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in

conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

## **TERMINATION.**

**Termination by City.** City may, by written notice to Contractor, terminate with or without cause, and without any prior notice of default or right to cure by Contractor, the whole or any part of this Agreement at any time and by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least five (5) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those non-disputed Services that have been adequately rendered to City, and Contractor shall be entitled to no further compensation.

**Termination by Contractor.** Contractor may, by written notice to City, terminate this Agreement based upon City's failure to timely cure a default under this Agreement as provided herein. At least forty-five (45) days prior to termination, Contractor shall provide City with a written notice specifying City's alleged default and providing City with a forty-five (45) day period to cure the default. Should City timely cure such default, the Agreement shall continue. Should City fail to timely or adequately cure such default, Contractor may terminate this Agreement by issuance of written notice to City.

## **GENERAL PROVISIONS**

**Assignment or Transfer.** Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

**Loss and Damage.** Contractor shall be responsible for all loss and damage which may arise out of the nature of the Services agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Services until the same is fully completed and accepted by City.

**Liquidated Damages.** The Parties agree that City has a legitimate interest in ensuring that Contractor provides the Services (including performance of all duties and responsibilities) required under this Agreement in a consistent and reliable manner, and that Contractor's failure to timely provide such Services or to provide them in an inadequate manner will cause City to suffer damages and that it is, and will be, impractical and extremely difficult to ascertain and determine the exact amount of damages or to calculate actual damages. Therefore, in addition to City's right to treat such non-performance as a material breach of, and to terminate, this Agreement, the Parties agree that liquidated damages, as provided herein, represent a reasonable estimate of the monetary damages that reasonably could be anticipated and that proof of actual damages would be costly or impractical. The Parties specifically confirm the accuracy of the statements made above and the fact that each Party has had ample

opportunity to consult with legal counsel and obtain an explanation of the liquidated damage provisions at the time that the Agreement was made. Therefore, in lieu of actual damages, Contractor is subject to payment of \$500 per failure to perform, per day. City may, at its election, deduct any assessed liquidated damages from payment due, or that will become due, to Contractor from City.

**Excusable Delays.** Contractor shall not be liable for damages, including liquidated damages, if any, caused by delay in performance of failure to perform due to causes beyond the control of Contractor. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of City, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

**Cooperation; Further Acts.** The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of the Agreement.

**Governing Law.** This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Riverside. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Eastern Division of the Central District of California, located in Riverside, California.

**Integration.** This Agreement, including the attached Exhibits "A" through "F", is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between Contractor and City prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding.

**Severability.** If a term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

**Prohibited Interests.** Contractor represents and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

**Amendments.** No amendment to or modification of this Agreement shall be valid unless made in writing and approved by Contractor and City. The City Manager shall have the authority to approve any amendment to this Agreement if the total compensation under this Agreement, as amended, would not exceed the City Manager's contracting authority under the Cathedral City Municipal Code. All other amendments shall be approved by the City Council. The Parties agree that the requirement for amendments or modifications to be in writing cannot be waived and that any attempted waiver shall be void.

**No Third Party Beneficiaries.** There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

**Delivery Of Notices.** All notices required or permitted to be given under this Agreement shall be in writing and shall be given to the respective parties at the addresses listed in Exhibit "D", or at such other address as the respective parties may provide in writing for this purpose. Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

**Binding Effect.** This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

**Waiver.** Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party or any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any Services by Contractor shall not constitute a waiver of any of the provisions of this Agreement.

**Attorney's Fees, Costs and Expenses.** In the event litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing party in such litigation or other proceeding shall be entitled to an award of reasonable attorney's fees and Costs and Expenses, in addition to any other relief to which it may be entitled.

**Subcontracting.** Contractor shall not subcontract any portion of the Services, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions of this Agreement.

**Counterparts.** This Agreement may be signed in counterparts, each of which shall constitute an original.

**Authority To Execute.** The person or persons executing this Agreement on behalf of Contractor represents and warrants that he/she/they has/have the authority to

so execute this Agreement and to bind Contractor to the performance of its obligations hereunder.

**Administration and Implementation.** This Agreement shall be administered and executed by the City Manager or his or her designated representative. The City Manager shall have the authority to issue interpretations and to make amendments to this Agreement, including amendments that commit additional funds, consistent with Section 9.10 [Amendment] and the City Manager's contracting authority under the Cathedral City Municipal Code.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed the day and year first above written.

**CITY OF CATHEDRAL CITY**

**CONTRACTOR:**

\_\_\_\_\_  
Charles P. McClendon, City Manager

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Gary F. Howell, City Clerk

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Eric S. Vail, City Attorney

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ALL-PURPOSE ACKNOWLEDGMENT NOTARY FOR CALIFORNIA

STATE OF CALIFORNIA )  
COUNTY OF RIVERSIDE )  
COUNTY OF RIVERSIDE )

On \_\_\_\_\_, 2016, before me, \_\_\_\_\_,  
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")

personally appeared \_\_\_\_\_,  
Name of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

OPTIONAL

Though this section is optional, completing this information can deter alternation of the document or fraudulent reattachment of this form to an unintended document.

CAPACIT(IES) CLAIMED BY SIGNER(S)

DESCRIPTION OF ATTACHED DOCUMENT

Signer's Name: \_\_\_\_\_

- .. Individual
- .. Corporate Officer

\_\_\_\_\_  
Title(s)

- .. Partner(s)
- .. Limited
- .. General

- .. Attorney-In-Fact
- .. Trustee(s)
- .. Guardian/Conservator
- .. Other: \_\_\_\_\_

\_\_\_\_\_  
Title or Type of Document

\_\_\_\_\_  
Number Of Pages

\_\_\_\_\_  
Date Of Document

Signer is representing:  
Name Of Person(s) Or Entity(ies)

\_\_\_\_\_  
Signer(s) Other Than Named Above

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ALL-PURPOSE ACKNOWLEDGMENT NOTARY FOR CALIFORNIA

STATE OF CALIFORNIA )  
COUNTY OF RIVERSIDE )  
COUNTY OF RIVERSIDE )

On \_\_\_\_\_, 2016, before me, \_\_\_\_\_,  
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")

personally appeared \_\_\_\_\_,  
Name of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

OPTIONAL

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\_\_\_\_\_  
Signer(s) Other Than Named Above



**EXHIBIT “A”**

**SCOPE OF SERVICES**

---

**[Type Scope of Services]**

**EXHIBIT “B”**

**SCHEDULE OF PERFORMANCE**

---

**[Type in Schedule]**

**EXHIBIT "C"**  
**COMPENSATION**

---

**[Type in Compensation]**

## **EXHIBIT “D”**

### **REPRESENTATIVES**

---

#### **CITY’S REPRESENTATIVE**

City of Cathedral City

**[Type in Name of Department]**

Attn: **[Type in Name of Representative]**

68-700 Avenida Lalo Guerrero

Cathedral City, California 92234

Phone: (760) 770-0390

Fax: (760) 328-8622

Email Address: \_\_\_\_\_@cathedralcity.gov

#### **CONTRACTOR’S REPRESENTATIVE**

**[Type in Information for Contractor]**

**EXHIBIT “E”**

**BONDS REQUIRED**

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**[Type in or attach any Performance or Payment Bond requirements.**

**If no bonds required, type in “No Bonds Required”]**

## **EXHIBIT "F"**

### **INSURANCE REQUIREMENTS FOR CITY OF CATHEDRAL CITY**

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**The City requires a certificate of insurance, including an underwriter's endorsement, prior to commencement of the Services.**

**The insurance policies are to include additional endorsements that contain the following provisions:**

1. That the City of Cathedral City and its respective elected officials, officers, employees, agents and representatives are additional insureds under the policy;
2. The policies are primary and non-contributory to any insurance that may be carried by City;
3. The City is entitled to thirty (30) days' prior written notice of cancellation, material reduction, or non-renewal of the policy or policies.
4. The insurance shall be carried only by responsible insurance companies that have rated "A-" and "V" or better by the A.M. Best Key Rating Guide, that are licensed to do business in the State of California. City will accept insurance provided by non-admitted "surplus lines" carriers only if the carrier is authorized to do business in the State of California.

**Only the following "marked" requirements are applicable:**

**X** **Commercial General Liability (CGL):** Insurance written on an occurrence basis to protect Contractor and City against liability or claims of liability which may arise out of this Agreement in the amount of one million dollars (\$1,000,000) per occurrence and subject to an annual aggregate of two million dollars (\$2,000,000). There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. additional insured claims or contractual liability. All defense costs shall be outside the limits of the policy.

**X** **Vehicle Liability Insurance:** Contractor shall also procure and shall maintain during the term of this Agreement vehicle liability insurance in an amount not less than \$1,000,000 for injuries, including accidental death, to any one person, and subject to the same minimum for each person, in an amount not less than one million dollars

(\$1,000,000) for each accident, and property damage insurance in an amount of not less than one million dollars (\$1,000,000).

**X** **Workers' Compensation Insurance:** For all of Contractor's employees who will provide Services under this Agreement and to the extent required by applicable state or federal law, Contractor shall keep in full force and effect a Workers' Compensation policy that includes a minimum of one million dollars (\$1,000,000) of employers' liability coverage. Contractor shall provide an endorsement that the insurer waives the right of subrogation against the City and its respective elected officials, officers, employees, agents and representatives. In the event a claim under the provisions of the California Workers' Compensation Act is filed against City by a bona fide employee of Contractor participating under this Agreement, Contractor is to defend and indemnify the City from such claim.